

## **EXHIBIT B**

### **Document Requests**

#### **DEFINITIONS**

The following definitions apply regardless of capitalization.

1. “Americanas” means debtor Americanas S.A. and all of its direct and indirect subsidiaries, individually and collectively, whether debtors in Chapter 15 or not, including, without limitation, each of their affiliates, divisions, subgroups, subsidiaries, parent entities, predecessors-in-interest, successors, assignees, officers, directors, trustees, partners, employees, and all Persons and entities acting or purporting to act on any of their behalf.

2. “B2W Digital” means B2W Digital Lux S.à.r.l. and all of its direct and indirect subsidiaries, individually and collectively, whether debtors in Chapter 15 or not, including, without limitation, each of their affiliates, divisions, subgroups, subsidiaries, parent entities, predecessors-in-interest, successors, assignees, officers, directors, trustees, partners, employees, and all Persons and entities acting or purporting to act on any of their behalf.

3. “B2W Digital Offering Memorandum” means the offering memorandum submitted via ECF No. 3-4.

4. “Cedar Trade LLC” means Cedar Trade LLC and all of its direct and indirect subsidiaries, individually and collectively, including, without limitation, each of their affiliates, divisions, subgroups, subsidiaries, parent entities, predecessors-in-interest, successors, assignees, officers, directors, trustees, partners, employees, and all Persons and entities acting or purporting to act on any of their behalf.

5. “Communication” means the transmittal of information (in the form of facts, ideas, inquiries or otherwise), including the transmittal of information among individuals associated with You, the Debtors, or to third parties.

6. “Concerning” means relating to, referring to, describing, evidencing, or constituting.

7. “Document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ. P. 34(a)(1)(A), and includes Communications. A draft or non-identical copy is a separate Document within the meaning of this term.

8. “*Forfait* Financing Agreements” mean financing agreements for the financing of suppliers between Americanas, as the debtor, and financial institutions, as the creditor (in Portuguese, “*operações de financiamento de compras*” or “*risco sacado*”) and similar contracts.

9. When referring to a person, “Identify” means to give, to the extent known, the person’s full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person.

10. When referring to documents, “Identify” means to give, to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and recipient(s). In the alternative, the responding party may produce the documents, together with identifying information sufficient to satisfy Fed. R. Civ. P. 33(d).

11. “LASA” means Lojas Americanas S.A.—the predecessor of Americanas, which combined its business with B2W Digital to form Americanas S.A.—and all of its direct and indirect subsidiaries, individually and collectively, whether debtors in Chapter 15 or not, including, without limitation, each of their affiliates, divisions, subgroups, subsidiaries, parent entities, predecessors-in-interest, successors, assignees, officers, directors, trustees, partners, employees, counsel,

retained professionals, financial advisors, investment bankers, agents, officials, representatives, and all Persons and entities acting or purporting to act on any of their behalf.

12. “LTS Companies” means LTS Investment Holdings, LLC, LTS Investments, Inc., and LTS Trading Company LLC and all of their direct and indirect subsidiaries, individually and collectively, including, without limitation, each of their affiliates, divisions, subgroups, subsidiaries, parent entities, predecessors-in-interest, successors, assignees, officers, directors, trustees, partners, employees, and all Persons and entities acting or purporting to act on any of their behalf.

13. The terms “plaintiff” and “defendant” as well as a party’s full or abbreviated name or a pronoun referring to a party mean the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.

14. “Person” means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

15. “VPC Contracts” means advertising budget agreements (in Portuguese, “*contratos de verba de propaganda cooperada*”) and similar contracts.

16. “Working Capital Financing Agreements” mean working capital financing agreements between Americanas, as the debtor, and financial institutions, as the creditor (in Portuguese, “*operações de financiamento de capital de giro*”) and similar contracts.

17. “You” and “Your” refer to [Debtors or subpoenaed person] and anyone acting on their behalf.

18. The following rules of construction apply to all discovery requests:

- a. “All,” “any,” and “each” shall each be construed as encompassing any and all.
- b. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
- c. The use of the singular form of any word includes the plural and vice versa.

**REQUEST FOR PRODUCTION OF DOCUMENTS FROM DEBTOR B2W DIGITAL**

1. Produce Documents reflecting every payment of dividends made to B2W Digital’s shareholders located in the U.S. since 2013.
2. Produce all Communications by B2W Digital’s officers and directors concerning B2W Digital’s financial statements prepared between January 1, 2013 and December 31, 2022, including but not limited to the financial statements included as annexes to B2W Digital Offering Memorandum, as well as KPMG Independent Auditor’s Report as of December 31, 2018, PWC Independent Auditor’s Report as of December 31, 2019, and the nine months-period ended September 30, 2020.
3. Produce all Documents concerning the auditing of B2W Digital’s financial statements and accounts between January 1, 2013 and December 31, 2022, including but not limited to internal and external audit reports and their working papers, Documents submitted by B2W Digital’s internal auditors to external auditors, register of individuals that had access to such information, balance sheets, records of dividend payments, and records of payments to executives.
4. Produce all Communications by B2W Digital’s officers and directors concerning any VPC Contracts, Working Capital Financing Agreements, or *Forfait* Financing Agreements

executed between January 1, 2013 and December 31, 2022 by any of Americanas, LASA, or B2W Digital.

**REQUEST FOR PRODUCTION OF DOCUMENTS FROM DEBTOR AMERICANAS**

1. Documents reflecting every payment of dividends made to shareholders located in the U.S. since 2013.

**REQUEST FOR PRODUCTION OF DOCUMENTS FROM THE LTS COMPANIES**

1. Produce all Communications by officers or members of the LTS Companies concerning Americanas's, LASA's, or B2W Digital's financial statements since 2013.

2. Produce all Communications by officers or members of the LTS Companies concerning any VPC Contracts, Working Capital Financing Agreements, or *Forfait* Financing Agreements executed between January 1, 2013 and December 31, 2022 by any of Americanas, LASA, or B2W Digital.

**REQUEST FOR PRODUCTION OF DOCUMENTS FROM CEDAR TRADE LLC**

1. Documents reflecting the receipt of dividends from Americanas, LASA, or B2W Digital since 2013.

2. Produce all Communications by officers or members of Cedar Trade LLC concerning Americanas's, LASA's, or B2W Digital's financial statements since 2013.

3. Produce all Communications by officers or members of Cedar Trade LLC concerning any VPC Contracts, Working Capital Financing Agreements, or *Forfait* Financing Agreements executed between January 1, 2013 and December 31, 2022 by any of Americanas, LASA, or B2W Digital.